

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Subordination of Utility Interest Agreement

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Execute Subordination of Utility Interest Agreement. Subordination of Utility Interest Agreement (Parcel Numbers 100B, 130, and 145A/145B/745) between Seminole County and Florida Power & Light Company, in conjunction with the County Road 15 road improvement project.

District 5 Brenda Carey

Robert A. McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board execute the Subordination of Utility Interest Agreement (Parcel Numbers 100B, 130, and 145A/145B/745) between Seminole County and Florida Power & Light Company, in conjunction with the County Road 15 road improvement project.

ATTACHMENTS:

1. Subordination of Utility Interest Agreement

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

FROM: Neil Newton, RW-NAC, Major Projects Acquisition Coordinator. *NN*
Ext. 5736

THROUGH: Matthew G. Minter, Deputy County Attorney *M. G. Minter*
Ext. 5736 *0005801*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
Antoine Khoury, P.E./Assistant County Engineer *AFK 9.26-08*

DATE: September 25, 2008

SUBJECT: Easement / Agreement
Florida Power & Light Company ("FPL")
County Road 15 ("C15") road improvement project
Parcel Nos. 100B, 130 and 145A/145B/745

This Memorandum requests approval by the Board of County Commissioners (BCC) and execution by the Chairman of a Subordination of Utility Interests agreement with respect to the easement / agreement interests of FPL relating to C15, particularly Parcel Nos. 100B, 130 and 145A/145B/745.

The BCC adopted Resolution No. 2007-R-71, on April 10, 2007, authorizing the acquisition of these parcels involved with C15 and finding that the C15 road improvement project is necessary and serves a public purpose and is in the best interests of the citizens of Seminole County.

The referenced parcels have all been acquired. FPL and Seminole County have worked diligently since February 2008 to secure this agreement. FPL has signed and tendered a recordable instrument, entitled Subordination of Utility Interests, for filing in the land records. Please see location map attached as Composite Exhibit A and a copy of the Subordination attached as Composite Exhibit B.

FPL's interest in the referenced parcels is an Easement and an Agreement. FPL has agreed to provide the subordination of its easement/agreement interests without charge.

NN/dre

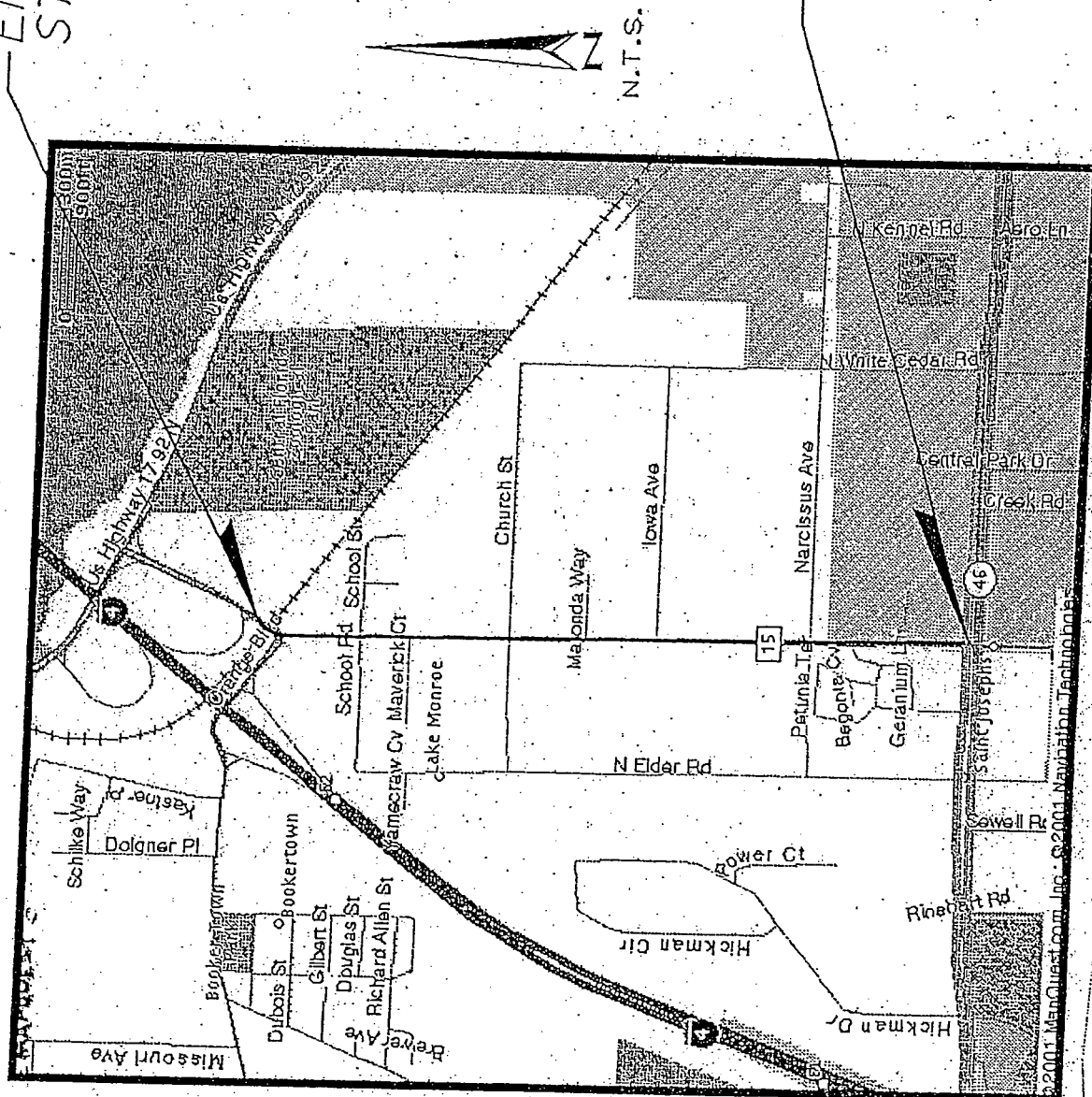
Attachments:

Composite Exhibit A - Location Map

Composite Exhibit B - Subordination Agreement

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BEGIN PROJECT
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SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between FLORIDA POWER & LIGHT COMPANY, whose address is C/o Corporate Real Estate, Post Office Box 14000, Juno Beach, FL 33408, hereinafter referred to as the "COMPANY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COMPANY presently has an interest in certain lands that have been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on County Road 15 a/k/a Monroe Road ("C15"); and

WHEREAS, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on C15 will require subordination of the interest claimed in such lands by the COMPANY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the COMPANY's facilities relocated, if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the COMPANY and the COUNTY agree as follows:

THE COMPANY subordinates any and all of its interest in the lands described as follows:

PARCEL NO. 100 B
FEE SIMPLE

COUNTY ROAD 15

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AS DESCRIBED IN OFFICIAL RECORDS BOOK 3605, PAGE 554, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 4316, PAGE 1707, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 631.42 FEET TO THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF COUNTY ROAD 15,

ACCORDING TO MAP BOOK 3, PAGE 8, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES AND DISTANCES; SOUTH 01°18'16" EAST, A DISTANCE OF 79.43 FEET; SOUTH 00°37'01" EAST, A DISTANCE OF 14.49 FEET; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE, NORTH 89°58'30" EAST, A DISTANCE OF 23.62 FEET TO A POINT LYING 50 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE SOUTH 00°09'31" EAST, AND PARALLEL WITH SAID EAST LINE, A DISTANCE OF 283.39 FEET TO THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 46; THENCE NORTH 88°14'52" WEST, ALONG SAID NORTHERLY EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°09'31" WEST, A DISTANCE OF 282.88 FEET; THENCE SOUTH 89°58'30" WEST, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 4672 SQUARE FEET MORE OR LESS.

PARCEL I. D. NUMBER/PARCEL NO. 100B: 16-19-30-5AC-0000-00K0

**PARCEL NO. 130
FEE SIMPLE**



COUNTY ROAD 15

THAT PORTION OF LOT 45, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 45, SAID W. BEARDALL'S MAP OF ST. JOSEPH'S, SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY EXISTING RIGHT-OF-WAY LINE OF COUNTY ROAD 15, AND THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE NORTH 00°19'59" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°19'59" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 302.01 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID LOT 45 AND A POINT OF INTERSECTION IN SAID EASTERLY EXISTING RIGHT-OF-WAY LINE; THENCE NORTH 89°51'54" EAST, ALONG SAID NORTH LINE AND SAID EASTERLY EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 21.50 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°19'59" EAST, A DISTANCE OF 297.04 FEET; THENCE SOUTH 45°19'55" EAST, A DISTANCE OF 7.11 FEET TO A POINT LYING 20 FEET NORTH, AS MEASURED AT RIGHT ANGLES, OF THE AFOREMENTIONED NORTHERLY EXISTING RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE SOUTH 89°57'25" WEST, AND PARALLEL

WITH SAID NORTHERLY EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 26.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,506 SQUARE FEET, MORE OR LESS.

AND

FEE SIMPLE

COUNTY ROAD 15

THAT PORTION OF "THE SOUTHWEST $\frac{1}{4}$ OF LOT 45 (LESS THAT PART LYING EAST OF CANAL) OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA". AND BEING THE SAME AS THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4927, PAGE 1469 OF SAID SEMINOLE COUNTY, PUBLIC RECORDS.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTH $\frac{1}{4}$ OF LOT 45, W. BEARDALL'S MAP OF ST. JOSEPH'S AS RECORDED IN SAID PLAT BOOK 1, PAGE 114, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 15 AND THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE RUN N00°19'59"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN N89°57'31"E ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 26.53 FEET; THENCE RUN S45°19'54"E A DISTANCE 28.43 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE RUN S89°57'31"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 46.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 732 SQUARE FEET MORE OR LESS.

AND

DRAINAGE AND UTILITY EASEMENT

THE SOUTH 10.00 FEET (PART "A") AND THE NORTH 10.00 FEET OF THE SOUTH TWENTY FEET (PART "B") OF THE FOLLOWING DESCRIBED PARCEL;

"THE SOUTHWEST $\frac{1}{4}$ OF LOT 45 (LESS THAT PART LYING EAST OF CANAL) OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA". AND BEING THE SAME AS THAT PARCEL DESCRIBED IN OFFICIAL

RECORDS BOOK 4927, PAGE 1469 OF SAID SEMINOLE COUNTY, PUBLIC RECORDS.

CONTAINING 2308 SQUARE FEET MORE OR LESS (PART "A")

CONTAINING 2308 SQUARE FEET MORE OR LESS (PART "B")

CONTAINING AN AGGREGATE OF 4616 SQUARE FEET MORE OR LESS

AND

SIDEWALK EASEMENT

THE NORTH 10.00 FEET OF THE SOUTH TWENTY FEET (PART "B") OF THE FOLLOWING DESCRIBED PARCEL;

" THE SOUTHWEST ¼ OF LOT 45 (LESS THAT PART LYING EAST OF CANAL) OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA". AND BEING THE SAME AS THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4927, PAGE 1469 OF SAID SEMINOLE COUNTY, PUBLIC RECORDS.

CONTAINING 2308 SQUARE FEET MORE OR LESS (PART "B")

PARCEL I. D. NUMBER/PARCEL NO. 130: 16-19-30-5AC-0000-045B

**PARCEL NOS. 145A AND 145B
FEE SIMPLE**

COUNTY ROAD 15

PART A

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 4316, PAGE 1707, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 609.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°58'30" EAST, A DISTANCE OF 21.91 FEET TO THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF COUNTY ROAD

15, ACCORDING TO MAP BOOK 3, PAGE 8, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES AND DISTANCES; SOUTH 01°18'16" EAST, A DISTANCE OF 79.43 FEET; SOUTH 00°37'01" EAST, A DISTANCE OF 14.49 FEET; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE, RUN SOUTH 89°58'30" WEST, A DISTANCE OF 23.62 FEET; THENCE RUN NORTH 00°09'31" WEST, A DISTANCE OF 93.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2144 SQUARE FEET MORE OR LESS.

AND ALSO:

PART B

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 4316, PAGE 1707, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 604.15 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°58'30" EAST, A DISTANCE OF 5.35 FEET; THENCE SOUTH 00°09'31" EAST, A DISTANCE OF 93.90 FEET; THENCE SOUTH 89°58'30" WEST, A DISTANCE OF 16.50 FEET; THENCE RUN NORTH 00°09'31" WEST, A DISTANCE OF 54.06 FEET; THENCE NORTH 15°29'01" EAST, 41.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1327 SQUARE FEET MORE OR LESS.

TOGETHER WITH

PARCEL NO. 745

COUNTY ROAD 15

TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST

LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 631.42 FEET; THENCE RUN SOUTH 15°29'01" WEST, A DISTANCE OF 41.34 FEET; THENCE RUN SOUTH 00°09'31" EAST, A DISTANCE OF 2.60 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°09'31" EAST, A DISTANCE OF 30.83 FEET; THENCE RUN SOUTH 89°50'29" WEST, A DISTANCE OF 8.60 FEET; THENCE RUN NORTH 00°09'31" WEST, A DISTANCE OF 30.83 FEET; THENCE RUN NORTH 89°50'29" EAST, A DISTANCE OF 8.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 265 SQUARE FEET MORE OR LESS.

PARCEL I.D. NUMBER/PARCEL NOS. 145A/145B/745: 16-19-30-5AC-0000-0980

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such lands, including, but not limited to, the claim of interest based on the following:

NATURE OF ENCUMBRANCE	DATE	FROM OR AGAINST	IN FAVOR OF	RECORDED BOOK/PAGE
Easement	09/30/2003	Westlake Supercenter Partners, Ltd.	Florida Power & Light Company	5042/1530
Agreement	04/12/1926	W.E. Oglesby and Elizabeth Wright Oglesby	Florida Power & Light	53/360

PROVIDED that the COMPANY has the following rights:

1. The COMPANY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the lands described herein. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY's Engineer.
2. The COMPANY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

3. The COMPANY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the COMPANY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the COMPANY to alter, adjust, or relocate its facilities located within said lands, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

ATTEST:

FLORIDA POWER & LIGHT COMPANY

Patricia A. Mulligan
Signature
Patricia A. Mulligan
Print Name

By: Meier G. Wise
Meier G. Wise
North Area Real Estate Manager

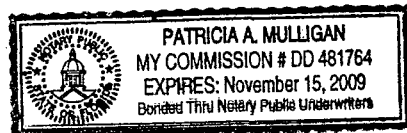
Date: 9/10/08

STATE OF Florida
COUNTY OF Volusia



I HEREBY CERTIFY that, on this 10 day of September, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Meier G. Wise, as Manager of Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, who is personally known to me or has produced _____ as identification and has acknowledged before me that he executed the foregoing instrument as such official in the name and on behalf of the corporation.

Patricia A. Mulligan
Notary Public in and for the County
and State Aforementioned
My commission expires: 11-15-09



[Signatory block continues on page 8]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2008, regular meeting

County Attorney

NN\dre
09/09/08

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